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I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Petition, Assistant Commissioner for Patents, Washington, D.C. 20231 on July 6, 2004.

PATENT
Attorney Docket No.: 019680-004210US

TOWNSEND and TOWNSEND and CREW LLP

By: 

Marina A. Lewis



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

PRIEM

Application No.: 10/772,195

Filed: February 3, 2004

For: System and Method of Detecting
Rotated Displays

Art Unit: 2671

PETITION FOR FILING PATENT
APPLICATION UNDER 37 CFR § 1.47(b):
APPLICATION BY ASSIGNEE WHEN A
SOLE INVENTOR REFUSES TO SIGN OR
CANNOT BE FOUND

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

INTRODUCTION

NVIDIA CORPORATION (NVIDIA), assignee of the above-referenced subject application, hereby submits this petition under 37 C.F.R. §1.47(b) as a Reply to the Notice to File Missing Parts issued in connection with the subject application in order to request permission to proceed with prosecution of the subject application.

ARGUMENTS

A. Relevant Facts

1. History of the Subject Parent Application

The subject application is a nonprovisional application which claims priority from U.S. Provisional Patent Application No. 60/445,591, filed on February 6, 2003. Curtis Priem is

In re Priem
Appln. No. 10/772,195

the sole inventor of the subject application. During his employment with NVIDIA, Mr. Priem executed a Proprietary Information and Inventions Agreement, in which Mr. Priem promised to assist in the prosecution of any and all patent applications filed in which Mr. Priem is an inventor and to assign any and all rights in these applications to NVIDIA. A copy of the April 16, 1993 Proprietary Information and Inventions Agreement is attached as Exhibit A to this Petition. The relationship between NVIDIA and the sole inventor, Mr. Priem, is further explained in the Declaration by NVIDIA, submitted herewith as Exhibit B. The last known address of the inventor, Curtis Priem, is 4052 Kettering Terrace, Fremont, California, 94536. Mr. Priem may also be reached through his attorney, Fred Weil, located at 333 Market Street, 23rd Floor, San Francisco, California 94105-2173.

2. Inventor Curtis Priem Refuses to Assist with the Prosecution of this Application

NVIDIA, the assignee of all rights in the subject application, has requested assistance from sole inventor Curtis Priem in reviewing and executing the requisite §1.63 declaration. A December 1, 2003 letter from Richard Domingo (Director of Intellectual Property for NVIDIA) to Curtis Priem in which NVIDIA requested Mr. Priem's assistance in the prosecution of several patent applications, including the subject application, is attached as Exhibit C. Further, a delivery notice from Federal Express, confirming Mr. Priem's receipt of the December 1, 2003 letter, and an additional delivery notice confirming delivery of the December 1, 2003 letter to Fred Weil, attorney for Mr. Priem., are attached as Exhibits D and E, respectively. Finally, a December 16, 2003 reply letter from Fred Weil to Thomas LaWer, acknowledging NVIDIA's request for Mr. Priem's assistance, is attached as Exhibit F.

Mr. Priem has received NVIDIA's request for assistance, yet refuses to join in prosecution of the subject application or to sign the §1.63 declaration, despite the fact that he is

In re Priem
Appln. No. 10/772,195

under contractual obligation to do so. A copy of a declaration executed December 25, 2003 by Thomas G. LaWer, former counsel for NVIDIA, in support of an earlier petition to prosecute an application in a separate patent matter also involving Mr. Priem, is attached as Exhibit G.

3. Assignee NVIDIA May Sign the Declaration on Behalf of Curtis Priem

In accordance with Mr. Priem's contractual obligations under the April 16, 1993 Proprietary Information and Inventions Agreement, Petitioner respectfully submits that, as assignee of the subject patent application, Petitioner NVIDIA is permitted under 37 C.F.R. §1.47(b) to execute the requisite §1.63 declaration on behalf of the sole inventor, Curtis Priem. The § 1.63 declaration has been executed by Richard Domingo, Director of Intellectual Property for NVIDIA, and submitted herewith as Exhibit H.

B. NVIDIA Has Substantial Proprietary Interests in the Subject Application Which Will be Lost Unless Prosecution of this Application is Permitted to Proceed Without Assistance from Curtis Priem

NVIDIA has established a prima facie case that inventor Curtis Priem has agreed to assign the subject application, and that it has a proprietary interest in the subject matter of the subject application. The filing of the subject application is necessary to preserve the rights of NVIDIA and prevent irreparable damage. If NVIDIA is not allowed to pursue and prosecute the subject application, it is clear that the rights of NVIDIA will be adversely affected and NVIDIA will suffer irreparable damage in that NVIDIA will not be able to obtain patent protection for the subject matter covered by the subject application.

ADDITIONAL REMARKS

Required Fee

Please charge the fee required by this petition as set forth in §1.17(h), as well as any additional required fees, or credit any overpayment, to Deposit Account No. 20-1430.

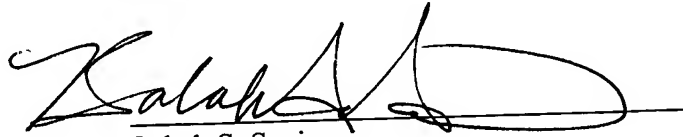
In re Priem
Appln. No. 10/772,195

CONCLUSION

It is respectfully submitted that the requirements for a petition under 37 C.F.R. §1.47(b) have been satisfied and, therefore, this petition should be granted. If there are any questions concerning the foregoing, please do not hesitate to contact the undersigned at (415) 576-0200.

Dated: July 6, 2004

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Babak S. Sani', written over a horizontal line.

Babak S. Sani
Reg. No. 37,495

TOWNSEND and TOWNSEND and CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
Tel: (415) 576-0200
Fax: (415) 576-0300

BSS:M2L

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Petition, Assistant Commissioner for Patents, Washington, D.C. 20231 on July 6, 2004.

PATENT
Attorney Docket No.: 019680-004210US

TOWNSEND and TOWNSEND and CREW LLP

By: 

Marina A. Lewis



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Re application of:

PRIEM

Application No.: 10/772,195

Filed: February 3, 2004

For: System and Method of Detecting
Rotated Displays

Art Unit: 2671

DECLARATION OF NVIDIA
CORPORATION IN SUPPORT OF
PETITION FOR FILING PATENT
APPLICATION UNDER 37 CFR § 1.47(b):
APPLICATION BY ASSIGNEE WHEN A
SOLE INVENTOR REFUSES TO SIGN OR
CANNOT BE FOUND

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

I, Richard Domingo, declare as follows:

1. I am the Director of Intellectual Property of the assignee of the above-referenced subject application, NVIDIA CORPORATION ("NVIDIA"), located at 2701 San Tomas Expressway, Santa Clara, California, 95050.
2. On behalf of NVIDIA, I am submitting this declaration in support of the Petition for Filing Patent Application Under 37 U.S.C. § 1.47(b) when a sole inventor refuses to sign or cannot be found.
3. Curtis Priem, sole inventor of the subject patent application, was an employee of NVIDIA from April 5, 2003 to September 2, 2003.

4. During his employment with NVIDIA, Mr. Priem executed a Proprietary Information and Inventions Agreement, in which Mr. Priem promised to assist in the prosecution of any and all patent applications filed in which Mr. Priem is an inventor and to assign any and all rights in these applications to NVIDIA. I understand a copy of the April 16, 1993 Proprietary Information and Inventions Agreement will be filed together with this Declaration.

5. Upon information and belief, attempts were made to reach Curtis Priem in order to have him execute the proper declaration for the subject application.

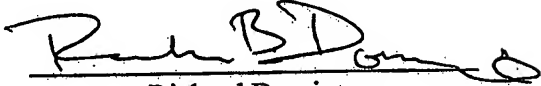
6. The last known address of Curtis Priem is 4052 Kettering Terrace, Fremont, California, 94536. Mr. Priem may also be reached through his attorney, Fred Weil, located at 333 Market Street, 23rd Floor, San Francisco, California 94105-2173.

7. Upon information and belief, Mr. Priem has acknowledged NVIDIA's attempts to contact him and to obtain his signature on the proper declaration for this application.

8. Upon information and belief, Mr. Priem has refused to provide NVIDIA assistance in patent prosecution matters.

9. I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 6/30/04


Richard Domingo
Director of Intellectual Property
NVIDIA CORPORATION

NVidia Corporation
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

As an employee of NVidia Corporation, its subsidiary or its affiliate (together, the "Company"), and as a condition of my employment by the Company and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information.

(a) Company Information. I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation, without the written authorization of the Board of Directors of the Company, any trade secrets, confidential knowledge, data or other proprietary information of the Company. By way of illustration and not limitation, such shall include information relating to products, processes, know-how, designs, formulas, methods, samples, media and/or cell lines, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and information regarding the skills and compensation of other employees of the Company.

(b) Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished documents or any property belonging to my former or concurrent employers or companies unless consented to in writing by said employers or companies.

(c) Third Party Information. I recognize that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. I agree that I owe the Company and such third parties, both during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except in a manner that is consistent with the Company's agreement with the third party) or use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with the third party), unless expressly authorized to act otherwise by an officer of the Company.

2. Assignment of Inventions and Original Works.

(a) Inventions and Original Works Retained by Me. I have attached hereto as Exhibit A a complete list of all inventions, original works of authorship, developments, improvements, and trade secrets that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the

commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of an item on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such in Exhibit A but am to inform the Company that all items have not been listed for that reason. A space is provided on Exhibit A for such purpose. If no list is attached, I represent that there are no such items.

(b) Inventions and Original Works Assigned to the Company. I agree that I will make prompt written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company all my right, title and interest in and to any ideas, inventions, original works of authorship, developments, improvements or trade secrets which I may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice, during the period of my employment with the Company. I recognize that this Agreement does not require assignment of any invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870"), which provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

(c) Inventions and Original Works Assigned to the United States. I hereby assign to the United States government all my right, title and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets whenever full title

to same is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) Obtaining Letters Patent, Copyright Registrations and Other Protections. I will assist the Company in every proper way to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets of the Company in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such proprietary rights to the Company or its designee. My obligation to assist the Company with respect to proprietary rights in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims of any nature whatsoever which I now or may hereafter have for infringement of any proprietary rights assigned to the Company.

(e) Obligation to Keep the Company Informed. In addition to my obligations under paragraph 2(b) above, during the period of my employment and for one (1) year after termination of my employment for any reason, I will promptly disclose to the Company fully and in writing all patent applications filed by me or on my behalf. At the time of each such disclosure, I will advise the Company in writing of any inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any proprietary information disclosed in writing to the Company pursuant to this Agreement relating to inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any such invention that does not qualify fully for protection under Section 2870. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all proprietary information developed by me and all inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

(h) **Notice.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

This Agreement shall be effective as of the first day of my employment with the Company, namely: April 16, 1993.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: April 16, 1993.

Curtis R. Priem
Curtis R. Priem

Address:

4052 Kettering Terrace
Fremont, CA 94536

ACCEPTED AND AGREED
NVIDIA Corporation

By: [Signature]
Authorized Signatory



NVIDIA.

December 1, 2003

VIA Federal Express

Mr. Curtis Priem
4052 Kettering Terrace
Fremont, CA 94536

Re: NVIDIA Patent Applications P000030, P000455, P000462, P000518

Dear Curtis,

I hope your Thanksgiving holiday was enjoyable.

I am sending along under cover of this letter a number of patent prosecution matters that we need and would appreciate your assistance on. Three of the matters (P000455, P000462, P000518) are patent applications for inventions that you made while at NVIDIA. These applications were prepared and filed as provisional applications in early 2003 with the expectation that you would be available later in the year to review. Drafts of these applications were sent to you earlier this year around September 12th. Upon completion of your review of the provisional applications, we will send you for your execution, the formal papers to be submitted to the U.S. Patent Office. The fourth matter (P000030) relates to a declaration that we would like you to execute in a pending application. The declaration would enable NVIDIA to swear behind a reference being asserted by the Examiner and possibly lead to allowance of that application. Please note that the declaration has already been executed by co-inventors David Kirk and Gopal Solanki.

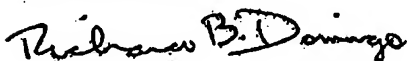
As you are no longer an NVIDIA employee, and under the terms of Section 2d of your Proprietary Information and Inventions Agreement (copy enclosed), NVIDIA is more than willing to compensate you at a reasonable rate for your assistance. As we have never done this before during my time here, I'm proposing a rate of \$150 per hour for your assistance with a cap of 5 hours for the applications and 1 hour for the declaration. We hope that would be acceptable to you but are open to discuss with you what would be reasonable for your cooperation under Section 2(d).

Please note that we have the following non-extendible deadlines for providing the declaration and perfecting the provisional applications:

Application No. P000030: Declaration due January 2, 2004
Application No. P000462: Must be perfected by February 6, 2004
Application No. P000455: Must be perfected by March 27, 2004
Application No. P000518: Must be perfected by March 27, 2004

Again, we appreciate your assistance on these matters. I've been told many times that you were focused on your goal of developing the best patent portfolio for Nvidia and I am hoping we can count on your assistance on these applications to help further your goal. If you have any questions or concerns, please do not hesitate to contact me. My phone number is (408) 566-6481.

Very truly yours,



Richard B. Domingo
Director of Intellectual Property

cc: Fred B. Weil, Esq. HANSON BRIDGETT MARCUS VLAHOS RUDY, LLP
333 Market Street, 23rd Floor San Francisco, CA 94105-2173 (w/o enclosures)
Jensen H. Huang (w/o enclosures)
David M. Shannon (w/o enclosures)

Enclosures:

Declaration For Application No. P000030
Copy of Application No. P000462
Copy of Application No. P000455
Copy of Application No. P000518
Copy of Proprietary Information and Inventions Agreement

Olsen, Steven

From: Pamela Alvarez [PAvarez@nvidia.com]
Sent: Wednesday, December 03, 2003 3:49 PM
To: Rich Domingo
Subject: FW: FedEx shipment 791078068291

FYI:

-----Original Message-----

From: sysdeliv@fn3a.prod.fedex.com [mailto:sysdeliv@fn3a.prod.fedex.com]
Sent: Wednesday, December 03, 2003 12:29 PM
To: Pamela Alvarez
Subject: FedEx shipment 791078068291

Our records indicate that the shipment sent from PAMELA C ALVAREZ/NVIDIA CORPORATION to Mr Curtis Priem has been delivered. The package was delivered on 12/03/2003 at 11:29 AM and signed for or released by P.RIEM.

The ship date of the shipment was 12/02/2003.

The tracking number of this shipment was 791078068291.

FedEx appreciates your business. For more information about FedEx services, please visit our web site at <http://www.fedex.com>

To track the status of this shipment online please use the following:
http://www.fedex.com/cgi-bin/tracking?tracknumbers=791078068291&action=track&language=english&cntry_code=us

Disclaimer

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Track Shipments
Detailed Results [Quick Help](#)

Tracking number	791078068291	Delivered to	Recipient
Signed for by	P.RIEM	Delivery location	FREMONT CA
Ship date	Dec 1, 2003	Service type	Standard Pak
Delivery date/Time	Dec 3, 2003 11:29 am		


Date/Time	Status	Location	Comments
Dec 3, 2003	11:29 am Delivered	FREMONT CA	No signature required - release waiver on file
	11:29 am Delivered	FREMONT CA	No signature required - release waiver on file
	8:11 am On FedEx vehicle for delivery	UNION CITY CA	
	5:45 am Arrived at FedEx Destination Location	UNION CITY CA	
Dec 2, 2003	9:44 pm Arrived at Sort Facility	OAKLAND CA	
	9:12 pm Left FedEx Origin Location	SANTA CLARA CA	
	6:58 pm Left FedEx Ramp	SAN JOSE CA	
	6:42 pm Arrived at FedEx Ramp	SAN JOSE CA	
	4:09 pm Picked up by FedEx	SANTA CLARA CA	

Email your detailed tracking results (optional)

Enter your email, submit up to three email addressés (separated by commas), add your message (optional), and click Send email.

From
To

Add a message to this email.

 [Send email](#)

Olsen, Steven

From: Pamela Alvarez [PAvarez@nvidia.com]
Sent: Wednesday, December 03, 2003 5:13 PM
To: Rich Domingo
Subject: FW: FedEx shipment 792521782928

FYI:

-----Original Message-----

From: sysdeliv@fn3a.prod.fedex.com [mailto:sysdeliv@fn3a.prod.fedex.com]
Sent: Wednesday, December 03, 2003 2:12 PM
To: Pamela Alvarez
Subject: FedEx shipment 792521782928

Our records indicate that the shipment sent from PAMELA C ALVAREZ/NVIDIA CORPORATION to Fred B. Weil, Esq/Hanson Bridgett Marcus has been delivered. The package was delivered on 12/03/2003 at 12:56 PM and signed for or released by M.JUSTIN.

The ship date of the shipment was 12/02/2003.


The tracking number of this shipment was 792521782928.

FedEx appreciates your business. For more information about FedEx services, please visit our web site at <http://www.fedex.com>

To track the status of this shipment online please use the following:
http://www.fedex.com/cgi-bin/tracking?tracknumbers=792521782928&action=track&language=english&cntry_code=us

Disclaimer

FedEx has not validated the authenticity of any email address.

Track Shipments
Detailed Results [Quick Help](#)

Tracking number	792521782928	Delivered to	Receipt/Fmt desk
Signed for by	M.JUSTIN	Delivery location	SAN FRANCISCO CA
Ship date	Dec 2, 2003	Service type	Standard Envelope
Delivery date/Time	Dec 3, 2003 12:56 pm		

Date/Time	Status	Location	Comments
Dec 3, 2003	12:56 pm Delivered	SAN FRANCISCO CA	
	8:00 am On FedEx vehicle for delivery	SAN FRANCISCO CA	
	7:34 am Arrived at FedEx Destination Location	SAN FRANCISCO CA	
	4:43 am Left FedEx Sort Facility	OAKLAND CA	
Dec 2, 2003	9:44 pm Arrived at Sort Facility	OAKLAND CA	
	9:12 pm Left FedEx Origin Location	SANTA CLARA CA	
	6:58 pm Left FedEx Ramp	SAN JOSE CA	
	6:42 pm Arrived at FedEx Ramp	SAN JOSE CA	
	4:09 pm Picked up by FedEx	SANTA CLARA CA	

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Email your detailed tracking results (optional)

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click Send email.

From
To

Add a message to this email.

[Send email](#)

FRED B. WEIL
Partner
DIRECT DIAL 415 995 5087
REPLY TO SAN FRANCISCO
E-MAIL fweil@hansonbridgett.com

December 16, 2003

Thomas LaWer, Esq.
Cooley Godward LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306

Re: Curtis Priem

Dear Tom:

Finally, by letter dated December 1, 2003 from Richard B. Domingo, Director of Intellectual Property, Curtis was asked to provide services to the company regarding certain patent prosecution matters.

Very truly yours,


Fred B. Weil

cc: Mr. Curtis Priem

LAW OFFICES
WWW.HANSONBRIDGETT.COM

SAN FRANCISCO

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SUITE 1500
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TELEPHONE 916-442-3333
FACSIMILE 916-442-2348

SAC@HANSONBRIDGETT.COM

1073083.1

HANSON
BRIDGETT
MARCUS
VLADIS
BUDY-LLP

Attorney Docket No: NVID001/00US

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Priem et al.

Serial No.: 09/056,656

Examiner: Ulka J. Chauhan

Filed: April 7, 1998

Art Unit: 2671

For: TEXTURE CACHE FOR A COMPUTER GRAPHICS ACCELERATOR

U.S. Patent and Trademark Office
2011 South Clark Place
Customer Window
Crystal Plaza Two, Lobby, Room 1B03
Arlington, VA 22202


DECLARATION IN SUPPORT OF PETITION

1. I am an attorney, licensed to practice law in the state of California. I represent NVIDIA Corporation (hereinafter "NVIDIA") in various legal matters.
2. I understand that Fred B. Weil (hereinafter "Mr. Weil") of Hanson, Bridgett, Marcus, Vlahos, & Rudy LLP represents Curtis Priem (hereinafter "Mr. Priem"), a former NVIDIA employee.
3. On behalf of NVIDIA, I received a December 16, 2003 letter from Mr. Weil with the subject line "Re: Curtis Priem." The letter from Mr. Weil did not contain any enclosures. I understand that a redacted version of that letter will be filed together with this Declaration.
4. I had a follow-up conversation with Mr. Weil via telephone on Thursday, December 18, 2003 at approximately 11:30 AM. In the course of that conversation, Mr. Weil indicated that

cooperation from Mr. Priem on patent prosecution matters related to NVIDIA is contingent on the resolution of certain unrelated disputes between Mr. Priem and NVIDIA. Because the unrelated disputes are outstanding, Mr. Priem is refusing to provide any assistance in the patent prosecution matters.

5. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Execution Date: 12-25-03


Thomas G. LaWer

DECLARATION

As a below named inventor, I declare that:

My residence, post office address and citizenship are as stated below next to my name; I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural inventors are named below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: SYSTEM AND METHOD OF DETECTING ROTATED DISPLAYS the specification of which _____ is attached hereto or X was filed on February 3, 2004 as Application No. 10/772,195 and was amended on _____ (if applicable).

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56. I claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below:

Application No.	Filing Date
60/445,591	February 6, 2003

I claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application No.	Date of Filing	Status

Full Name of Inventor 1:	Last Name: PRIEM	First Name: CURTIS	Middle Name or Initial:	
Residence & Citizenship:	City: Fremont	State/Foreign Country: California	Country of Citizenship: United States	
Post Office Address:	Post Office Address: 4052 Kettering Terrace	City: Fremont	State/Country: California	Postal Code: 94536

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 6/30/04

By:



Richard Domingo
Director of Intellectual Property
for Assignee NVIDIA CORPORATION